

LYNGKLIP & ASSOCIATES CONSUMER LAW CENTER, PLC
RETAINER AGREEMENT & AUTHORITY TO REPRESENT

Name: Echols, Roneca SSN: [REDACTED] Home: () - Cell: [REDACTED] Office: () - Alt: () -	Address: [REDACTED] Email Address: _____
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Parties to This agreement

This is a retainer agreement between Lyngklip & Associates Consumer Law Center, PLC, ("Attorney", "Us" or "We") and Roneca Echols ("Client" or "You").

Reason for Employing Attorney

Client attempted to purchase or lease a vehicle on credit from Express Auto Finance and was turned down. Client did not receive any adverse action notice from the dealership. Client is engaging the services of the Attorney to seek statutory damages for the dealer's violation of the Equal Credit Opportunity Act.

Attorney's Efforts

The attorney will work to bring the Client's matter to a successful resolution within the reasonable expectations set forth below. The Attorney will regularly update the client as to progress on the case as such progress is made. The Client understands that several outside factors may influence the preparation of the case for filing, such as investigation into facts, identification or other individuals injured by the same practices, pending appeals of other cases, pending litigation, and a variety of other factors outside the control of the attorney. Additionally, the client understands that the attorney has a number of cases to manage, and the Client agrees that the Attorney has discretion to initiate the litigation and move the cases through the litigation process within any applicable limitation period and times set by the court and to accommodate any other outside factors which may affect the case or the attorney's resources. The Client also understands that the litigation process is lengthy, and the case may take a year or more to conclude once litigation starts.

Contingency Fee and Other Consideration for Attorney's Services

The Client does not have to pay any fees to the Attorney unless the Attorney

obtains funds from the opposing party by settling the case or collects a judgment. The client is also required to pay fees if the Attorney withdraws from the case for the reasons set forth later in this agreement.

In addition to the fee paid to the attorney, the attorney reserves the right to speak freely about any results achieved in this matter. The attorney uses past experience and the results obtained in order to assist other clients in evaluating their own cases, to negotiate settlements with reference to the value of similar cases, to discuss the Attorney's services and experience with prospective clients, and advise courts concerning the merits of cases. In short, the attorney expects to use this information in the same way that he will use his experience to help the client in this case. While the client may agree to keep any settlement confidential, the attorney and client agree that the attorney retains the right to speak about and use that information after the conclusions of the case or any portion of it. Client will not require the attorney to maintain any information about those results except as ordered by a Court.

How Will Fees, Costs, and Settlement Amounts Be Paid

Except for those cases where the Attorney withdraws, the Client will pay the Attorney from the funds obtained from any settlement or judgment and need not pay unless the funds are collected from the opposing party.

In some instances, we will be suing multiple parties and obtaining settlements from those parties at different times before the representation is complete. Irrespective of when they are received, settlements and judgements will be disbursed according to the following order of preference: 1) Costs advanced by the Attorney; 2) Costs advanced by the Client; 3) Attorney's fees due under this agreement; and 4) Client's agreed disbursement.

If the fees come due because the attorney withdraws from the representation, then the client must pay those fees within 30 days of receiving a statement of services from the attorney.

Amount of Total Fee For Attorney's Services

Attorney's fee will be One Third (33.1/3 %) of the Client's recovery (whether in cash, in kind, or other benefit) plus the hourly attorney fees.

Hourly Fee Schedule

The hourly rate for the staff of Lyngklip and associates is as follows:

Attorney Ian Lyngklip	\$450 per hour,
Attorney of Counsel Gary Victor	\$400 per hour
Attorney Julie Petrik	\$375 per hour
Partners.....	\$400 - \$450 per hour
Junior Partners	\$325 - \$400 per hour

Associates	\$250 - \$325 per hour
Junior Associates	\$175 - \$250 per hour
Senior Paralegals and legal assistants	\$125 - \$150 per hour
Paralegals and legal assistants	\$100 - \$125 per hour

All billings are made on a tenth of an hour basis with the minimum charge being one tenth of an hour. If the matter proceeds to trial and a fee award is rendered by the court, we will submit a fee petition which reflects our time billed at these rates.

Limitations on Attorney Fees

If the case proceeds to trial and we win, we will only charge you the contingency amount plus, the hourly fees that the Court awards us or which we can agree to with the defendants after winning. If we lose, you will not owe use any hourly fee or contingency amount.

Lien and Assignment of Fee Awarded

We retain a file lien and a lien on all proceeds received in settlement or collected after a judgment as security for our attorney's fees and costs. This means that we can hold on to your file and any settlement money until we receive payment for our services.

If attorney fees are awarded by a court against an opposing party, Client assigns those fees to the Attorney upon entry of the judgment awarding those fees.

Co-Counsel and Representation

We may at our discretion, engage other lawyers to assist in the preparation and prosecution of this case or pay referral fees. The Client understands that these other attorneys may work on this matter, and consents to reasonable attorney's fees to those lawyers out of any funds received from the settlement or judgment. Any such attorneys will agree to be bound to this retainer agreement.

Costs

On some occasions, Attorney will advance costs on Client's behalf to move the litigation forward. These costs include such things as court filing fees, sheriff's fees for serving the complaint, witness fees, and court reporter fees. These expenses and costs are separate from any fees, and the Client is always responsible for payment of these costs. The attorney will send invoices from time to time for these expenses and costs, and Client must pay these costs as they are advanced.

Unless some other arrangement is made with the attorney, the Client must pay the court filing fee before any lawsuit is filed. Usually that is a \$400.00 fee made payable to the attorney.

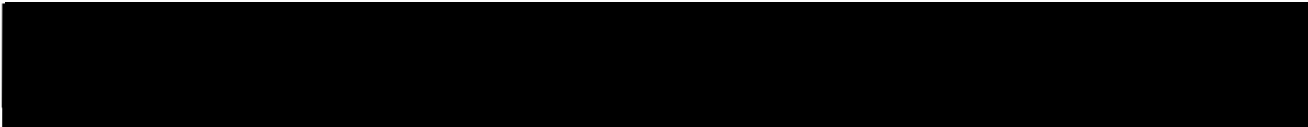
Settlement

The Client retains sole discretion and authority to dismiss or settle Client's case. But, the Client agrees not to settle the case without consulting with the Attorney. Client also agrees only to discuss settlement through the attorney, unless the attorney has withdrawn from the case.

If Client settles or dismisses the case without knowledge and participation of the Attorney, or if the client fires the Attorney, then Client will be responsible for paying the Attorney as set forth above. Lyngklip & Associates is not an accounting firm and has no expertise in tax law. Consequently, Lyngklip & Associates makes no representations concerning the taxability of any portion of any settlement or payments under this agreement. This retainer does not include or contemplate any tax advice by Lyngklip & Associates.

Client's Expectations for the Representation

As the case progresses, our mutual understanding of the value of your case may change. However, for the Attorney to determine whether the representation can be successful, it is important to understand the mutual objectives of the representation. The Client and Attorney agree that given the facts known at this time, fair settlement in this matter would be:



Power of Attorney to Settle and Deposit Funds

We will always inform you of any settlement offer we receive. However, in some circumstances, if we cannot contact you to accept a settlement offer which you have already informed us would be acceptable to you. If the Attorney cannot reach the Client at the phone numbers provided to the attorney or via mail within the time necessary to respond to an offer of settlement, the Client expressly grants the attorney the authority to settle any potential claims, lawsuit or lawsuits under the terms set forth in the preceding paragraph.

Client authorizes Attorney to receive and endorse any settlement checks on my behalf as attorneys in fact and to deposit those funds into their client trust account.

Withdrawal by the Attorney

You must keep in contact with us, tell us the truth, and help us to resolve your case. We may withdraw from the case and representing You under the following circumstances:

- ✓ If You refuse to allow disbursement of any of our fees due under this agreement from an approved settlement.
- ✓ If You fail to pay the costs that You have agreed to pay above.
- ✓ If You tell us that You refuse to follow the terms of this agreement or refuse to compensate Us according to the terms of this agreement.
- ✓ If You fails to tell Us when you change your address or other contact information.
- ✓ If You fail communicate with Us or to promptly respond to a request for communication with you.
- ✓ If You hire another attorney to handle any portion of the claim we file for You.
- ✓ If You assign or transfer any rights in your claim or the proceeds of the claim; or if you borrow money against the proceeds of your claims.
- ✓ If You file for bankruptcy without telling us first or fail to provide Us with the name and contact information of Your bankruptcy attorney.
- ✓ If We obtain a settlement offer which meets Your expectations (set forth above), and You refuse to accept that settlement.
- ✓ If You refuse to give Us any authority to settle your case.
- ✓ If You lie to Us.
- ✓ If You ask Us to do anything unethical B including continuing the case when it would be unethical to do so.
- ✓ If You ask Us to break the law B including asking Us to assist you or and causing false credit information to be reported.
- ✓ If there is any other material breakdown in the attorney client relationship which renders cooperation between You and Us impracticable.
- ✓ If You fail in any other way to abide by this agreement.
- ✓ If you fail to inform us of any public complaints, blog entries internet postings or other public statements concerning the subject of your case.
- ✓ If you make any publicly available complaints, blog entries, internet postings or other public statements concerning the subject of your case or our representation while we are handling your case.

Limitation on Representation

Our representation of You ends when We get a judgment or settlement, whichever happens first. This representation does not include,

- appeals,
- collection,
- post-judgment remedies,

- post-settlement enforcement
- defense,
- credit restoration.
- assisting you in borrowing money based on the anticipated proceeds of the claims in this case, or helping you sell rights in your claim.

Following settlement or judgment, We have no obligation to perform any additional services.

No Guarantee

The result in this case will depend on many things which are not within the control of the Attorney. We cannot, and do not guarantee any outcome.

We have advised you that courts rarely award punitive damages, and You should not expect to recover them. Damages for emotional distress and aggravation are likewise difficult to obtain in cases such as this one; if the client wishes to seek these damages, the client will need to provide the attorney with written statements from witnesses who can corroborate such distress or medical evidence of such distress.

Use of Materials

As part of this agreement, You grant Us the right to use copies of any documents and tapes provided to us as part of our representation for training, legislative initiatives, advertising, and other litigation so long as your personal identifiers (birthday, SSN, street address, home phone) do not appear in public. You also permit to post to these materials to our firm web site.

E-Mail Correspondence

It is the policy of the law firm to keep you informed of the matter as it progresses. We will inform you of all major developments in your case. To further reduce the cost of litigating in your case and maintaining your file we ask your permission to send these copies to you via e-mail.

I agree to accept these communications by email and documents in PDF format. I also agree to notify the Attorney if this e-mail address changes or is discontinued.

My e-mail address

[REDACTED]

Client Property -- Documents and Document Retention

We will image and destroy originals of any documents which are not evidence in your case or which are not necessary to maintain in original form. These documents are attorney work product, will be maintained by us as privileged materials. These materials include Interrogatory Responses, Disclosures by Defendants, Production by Defendants,

and Deposition Transcripts with The Accompanying Exhibits.

At the end of your case we will return all evidence and original documents contained in the file of your case and provide you with a CD ROM containing PDF copies of all documents in the file except routine correspondence and Attorney Work Product Materials.

Your electronic file will include: Documents filed with the court, any documents relating to settlement, documents sent out by us, and documents received by us (except confidential discovery materials). You will not receive any of the drafts of these documents or emails. We will archive the emails in pdf form and delete the original emails.

I agree to accept digital images of my file as described and authorized the destruction of the original documents which are not used as evidence in my case.

Effective Date

The Attorney will not, under any circumstances, begin representation or contact the opposing parties until this agreement is effective. This agreement will be effective when 1) any necessary initial payment has been paid to the Attorney by the Client; 2) this agreement has been signed by both the Attorney and the Client; and 3) This agreement has been received by the Attorney.

I have read this contract and agree to its terms and conditions. There are no other agreements, oral or otherwise, between client and the firm.

Client:

Roneca Echols

RONECA ECHOLS

11/07/2018

Date

Lyngklip & Associates Consumer Law Center, PLC

By: _____

Date: *11/7/18*